

# UNOFFICIAL COPY

92601395

92601395



[Space Above This Line For Recording Data]

State of Illinois

## MORTGAGE

MRA Case No.

131-8819243-731

684000

THIS MORTGAGE ("Security instrument") is made on  
MARK H STEIN, A SINGLE PERSON

AUGUST 07, 1992

The Mortgagor is

("Borrower"). This Security instrument is given to PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

92601395

which is organized and existing under the laws of THE STATE OF IOWA , and whose address is 711 HIGH STREET, DES MOINES, IOWA 50392

("Lender"). Borrower owes Lender the principal sum of SEVENTY FOUR THOUSAND THREE HUNDRED AND 00/100 Dollars (U.S. \$ 74,300.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 01, 2022 . This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

Unit Number 9118-2A, in the Terrace Square Condominium as delineated on a survey of the following described real estate:

Part of the West half of the Southeast quarter of Section 10, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 25132652, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

P.I. #09-10-401-100-1338

which has the address of  
Illinois

9118 ELMWOOD DRIVE #2A, NILES

(Street, City),

60714

(Zip Code) ("Property Address");

MRA Illinois Mortgage - 2/91

4R(IL)10100

FF 3486 10100

VMP MORTGAGE FORMS - (313)203-8100 - (800)621-7291

Page 1 of 0

39<sup>00</sup>

# UNOFFICIAL COPY

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY  
721 HIGH STREET  
DETROIT, MICHIGAN 48226

This instrument was prepared by: STEPHEN G. GALLAHER, ASSOCIATE CONSULTANT

Page 6 of 6  
Form 4RIL

NOTARY PUBLIC

My Commission Expires 4/2/95  
NOTARY PUBLIC, STATE OF ILLINOIS

GIVEN UNDER MY HAND AND SEAL THIS 26th day of October 1992.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, and purposed therein set forth.

I, THE UNDERSIGNED, County of COOK, STATE OF ILLINOIS, a Notary Public in and for said county and state do hereby certify

that MARK H STEIN, A SINGLE PERSON

,

County of

, a Notary Public in and for said county and state do hereby certify

that I am the owner of the above described property and that I have the right to sell it. (Initials)

Witnesses:  
executed by Borrower and recorded with it.  
(Initials)  
(Seal)

Witnesses:  
executed by Borrower and recorded with it.  
(Initials)  
(Seal)

Witnesses:  
executed by Borrower and recorded with it.  
(Initials)  
(Seal)

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the (over)units of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument if the rider(s) were a part of this Security Instrument.  
(Check applicable boxes)  Conditional Rider  Grandparent Rider  Other [Specify]  Planned Unit Development Rider  Growing Equity Rider

COOK COUNTY RECORDER  
48373-E \*-92-601395  
T48888 TRAN 2772 08/13/92 11:03:00  
DEPT-01 RECORDING 439.00

92604295

# UNOFFICIAL COPY

9 2 6 0 | 3 9

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

92604233

# UNOFFICIAL COPY

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, but not limited to, reasonable attorney fees and costs of little remedies provided in this paragraph 17, including, but not limited to, expenses incurred in pursuing the evidence.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Borrower shall not cause or waive any default or invalidity appurtenant to the Property before notice of breach to Lender. However, Lender or a judge may declare any other right or remedy of Lender. Any application of rents of the Property shall not terminate when the debt secured by the Security Instrument is paid in full.

Lender from exercising its rights under this paragraph 16.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender's agent on Lender's written demand to the tenant, receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all the benefit of Lender and Borrower shall be held by Borrower as trustee for as trustee for additional security only.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property, Borrower authorizes Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

15. Borrower's Copy. Borrower shall be given one conforming copy of this Security Instrument.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note is severable, it given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by delivering it or by faxing it to Borrower or Lender when given as provided in this paragraph.

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower's interest in the Property under this Security Instrument may agree to extend, modify, forfeit or terminate this instrument but does not execute the Note; (a) is co-signing this Security Instrument only to forgive, frank and convey that property to another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9, b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable for all sums secured by this Security Instrument.

# UNOFFICIAL COPY

9 2 6 4 1 3 0 5

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

32601335

# UNOFFICIAL COPY

exercised of any right or remedy.

11. Borrower Not Relieved By Lender Not a Waiver. Extension of the time of payment or modification of the sums secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the consequences proceeded by this Security Instrument by reason of any demand made by the original Borrower or Borrower's assignee proceedings against any successor in interest or refuse to extend time for payment of otherwise modify amortization schedule to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to amend or of the sums secured by Lender to any successor in interest of Borrower shall

further, or (iii) remittance will adversely affect the priority of the lien created by this Security Instrument.

compliance of a current foreclosure proceeding, (ii) remittance will preclude foreclosure on different grounds in the case of reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the has accepted reinstatement payment in full. However, Lender is not required to permit reinstatement if: (i) Lender as if Lender had not required immediate payment in full. Lender may rescind any obligations that it creates until remains in effect proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations created within the foreclosure costs and reasonable and customary attorney fees and expenses properly associated with this foreclosure brings Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, proceedings are instituted. To reinstate the Security Instrument, Borrower shall render in a lump sum all amounts required to Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure of

10. Remittance. Borrower has a right to be remitted if Lender has required immediate payment in full because of of instrument is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

such insufficiency. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability hereof, declining to insure this Security Instrument and the Note created thereby, shall be deemed conclusive proof of instrument. A written statement of any unauthorized agent of the Secretary dated subsequent to 60 days from the date and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security and notwithstanding anything in the National Housing Act, within 60 days from the date hereof, Lender may, at his option eligible for insurance under the National Housing Act, within 60 days from the date hereof, Lender may, at his option

(e) Mortgage Not Insured. Borrower agrees that this Security Instrument and the Note secured thereby may be instrument does not authorize acceleration of default by regulations of the Secretary.

rights in the case of payment default to require immediate payment in full and foreclose if not paid. This Security

(c) Repudiations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's not require such payments. Lender does not waive its rights with respect to subsequent events.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments. Lender does not waive its rights with respect to subsequent events.

(ii) The Debtor is not occupied by the Proprietor but his or her credit has not been approved in accordance with the purchaser or trustee does so occupy the Proprietary but his or her practice as his or her principal residence, or the otherwise transferred (other than by devise or descent) by the Borrower, and

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or Secretery require immediate payment in full of all sums secured by this Security Instrument if:

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the requirements of the Secretary.

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this on the due date of the next monthly payment, or

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or require immediate payment in full of all sums secured by this Security Instrument if:

(ii) Default. Lender may, except as limited by regulations issued by the Secretary in the cause of payment default,

## 9. Grounds for Acceleration of Debt.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto, referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all

# UNOFFICIAL COPY

9 2 6 J 1 6 9 3

504000

FHA Case No.

131-6019243-731

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **7TH** day of **AUGUST, 1992**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to:

**PRINCIPAL MUTUAL LIFE INSURANCE COMPANY**  
("Lender") of the same date and covering the Property described in the Security Instrument and located at:

**9118 ELMWOOD DRIVE #2A, NILES, IL 60714**  
[Property Address]

The Property Address includes unit in, together with an undivided interest in the common elements of, a condominium project known as:

**TERRACE SQUARE**

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.

FHA Multistate Condominium Rider - 2/91

SEC-0325

# UNOFFICIAL COPY

Page 2 of 2

32602135

Property of Cook County Clerk's Office

[Space Below This Line Reserved for Acknowledgment]

\_\_\_\_\_  
Borrower  
(Seal) \_\_\_\_\_  
\_\_\_\_\_  
Borrower  
(Seal) \_\_\_\_\_  
\_\_\_\_\_  
Borrower  
(Seal) \_\_\_\_\_  
*Mark H Stein*  
*Mark H Stein 8/22*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this  
Condominium Rider.

C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.  
Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower  
secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment,  
these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable,  
with interest, upon notice from Lender to Borrower requesting payment.

# UNOFFICIAL COPY

584000

VITA Case No.

131-6819243-731

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **7TH** day of  
**AUGUST**, **1992**, and is incorporated into and shall be deemed to amend and supplement  
the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned  
("Borrower") to secure Borrower's Note ("Note") to  
**PRINCIPAL MUTUAL LIFE INSURANCE COMPANY**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**9118 ELYWOOD DRIVE #2A**  
**NILES, IL 60714**

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

The interest rate may change on the first day of **OCTOBER**, **1993**, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Lender will give Borrower notice of the new Index.

#### (C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO** percentage point(s) (**2.000 %**) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

#### (D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

FHA Multistate ARM Rider - 2/91

VA 60100100102

FF 3470 0000

VMP MORTGAGE FORMS - P.O. BOX 8100 - 8000 WYOMING

92363435

# UNOFFICIAL COPY

[Signee Below This Line Reserved for Acknowledgment]

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs in least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increases in the monthly payment date specified in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice, (E) of this Rider decreased to give timely notice of the decrease and Borrower made any monthly payment for return is made.

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the new interest rate, (ii) the Change Date, (iii) the old interest rate, (iv) the new monthly payment amount, (v) the new monthly payment amount, and (vi) any other information which may be required by law from time to time.

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be owed on the Change Date if there had been no default in the Note, reduced by the amount of unpaid principal balance equal to principal payments such calculations will be the amount of Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the new monthly payment of principal and interest.

## (E) Calculation of Payment Change

## (F) Notice of Changes

## (G) Effective Date of Changes

## (H) Rider